

**SERIAL 05177 C Compactor, 20-Ton Pneumatic Tire Type (NIGP 76063)**

**DATE OF LAST REVISION: November 18, 2005 CONTRACT END DATE: November 30, 2006**

**CONTRACT PERIOD THROUGH NOVEMBER 30, 2006**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **COMPACTOR, 20-TON PNEUMATIC TIRE TYPE (NIGP 76063)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 25, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

WP/ks  
Attach

Copy to: Clerk of the Board  
Les Glover, Equipment Services  
Jim Hutchinson, Equipment Services  
Kathy Sicard, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **COMPACTOR, 20-TON PNEUMATIC TIRE TYPE (NIGP CODE 76063)**

**1.0 INTENT:**

The intent of this Invitation for Solicitation is to establish a contract for the items specifically listed herein. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. Two (2) or more **COMPACTOR, 20-TON PNEUMATIC TIRE TYPE**, to be delivered to the Maricopa County Equipment Services Department, 3325 West Durango, Phoenix AZ. As covered by the purchase order only.

**2.0 TECHNICAL SPECIFICATIONS (Minimum):**

**2.1 DIMENSIONS/CAPACITIES:**

**2.1.1 Operation Weight:**

2.1.1.1 Un-ballasted - Min. 36,000 lb.

2.1.1.2 Fully ballasted – Min. 52,900

**2.1.2 Wheel Load Per Tire:**

2.1.2.1 Un-ballasted - Min. 3000 lb.

2.1.2.2 Fully ballasted – Min. 6500 lb.

**2.1.3 Rolling Width – Min. 78”**

**2.1.4 Tire Overlap Straight – Min. 1.7”**

2.1.5 **Fuel Capacity** - Min. 32 gallons, shall have sufficient capacity for operating 8-hours continuous without having to refuel.

2.1.6 **Outside Turning Radius** – Max. 32’ 6”

2.1.7 **Curb Clearance** - Min. 11”

2.1.8 **Spray Water Tank Capacity** – Min. 75 gallons

**2.2 ENGINE:**

2.2.1 **Type** – Diesel, (Tier II certification, minimum)

2.2.2 **Horsepower** – Min. 99

2.2.3 **Muffler** – Heavy-duty type meeting AZ State and Federal standards.

2.2.4 **Cooling** – Heavy-duty system designed for Arizona’s extreme heat operating conditions.

2.2.5 **Air Filtration** – Heavy-duty system designed for Arizona’s dry dusty operating conditions.

**2.3 ELECTRICAL:**

2.3.1 **Volt**– 12

2.3.2 **Battery** – Manufacturer's maximum, maintenance free, shall have adequate CCA to crank engine at 0 degree Fahrenheit.

2.3.3 **Alternator** – Manufacturer's standard.

2.3.4 **Lights:**

2.3.4.1 Working – Front and Rear.

2.3.4.2 Turn Signals

2.3.4.3 Four-Way Flashers

2.4 **INSTRUMENTS/GAUGES:**

2.4.1 **Engine Oil Pressure**

2.4.2 **Engine Coolant Temperature**

2.4.3 **Hydraulic Oil Temperature**

2.4.4 **Fuel Gauge**

2.4.5 **Hour Meter** – Electric

2.4.6 **Air Cleaner Restriction Indicator**

2.4.7 **Parking Brake On Indicator**

2.5 **STEERING:**

**Type** – Hydraulic, power assist

2.6 **PROPULSION:**

2.6.1 **Type** – Power-shift

2.6.2 **Speed** – Min. 0-11 mph

2.6.3 **Drive** –Hydrostatic or mechanical

2.7 **BRAKES:**

2.7.1 **Type** –Hydraulic and Hydrostatic

2.7.2 **Emergency/Parking** – Spring applied, engine stall fail safe, hydraulic release or equal.

2.8 **TIRE/WHEELS:**

2.8.1 **Type** – Smooth

2.8.2 **Size** – Mfr.'s standard size.

2.8.3 **Quantity** – Mfr.'s standard

2.8.4 **Spare** – One (1) (like) tire and wheel assy.

2.8.5 **Inflation System** – Central

2.8.6 **Tire Heat Skirts** – Mfr.'s standard installed.

2.9 **SPRINKLER SYSTEM:**

2.9.1 **Type** – Pressurized, with flow control.

2.9.2 **Tire Mats / Scrapers** – Unit shall be equipped with.

2.9.3 **Spray Nozzles** – One (1) per tire, or equal system.

2.10 **OPERATOR STATION:**

2.10.1 **Dual Stations** – Unit shall be designed such that it can be operated from either the right or left sides.

2.10.2 **Seat** – Heavy duty, with durable weather resistant covering.

2.10.3 **Controls/Instrumentation** – All, within clear view and easy reach of operator in all positions.

2.11 **VANDAL PROTECTION:**

Manufacturer's maximum, to include lock type covers for instrumentation, battery, and reservoirs oil, water, etc. Locks shall be keyed alike.

2.12 **SAFETY ITEMS/REQUIREMENTS:**

2.12.1 **Back-up Alarm** – Electronic, waterproof type, meeting SAEJ994 JUN80 criteria, installed in a protected location.

2.12.2 **Non-Skid Surfaces** – All steps and standing area shall have non-skid surfaces.

2.12.3 **Lighting** – Shall meet all AZ State and Federal standards.

2.12.4 **Beacon Light** – WHELEN #S360CAP, amber lens, multi-flash strobe, installed per manufacturer's instructions, top center of canopy, clearly seen 360°, operational any time ignition switch is on.

2.12.5 **ROPS/FOPS** – Shall include canopy.

2.12.6 **Seat Belts** – Mfr.'s standard meeting Federal standards.

2.12.7 **Regulation Criteria** – Compactor shall meet all AZ. State, Federal, regulations, including any equipment or component added by the vendor or sub-contractor, no exceptions.

2.13 **PAINT:**

Manufacturer's standard paint and color.

2.14 **KEYS:**

Each unit shall have three (3) sets of keys with rings, tags and be properly identified, with last five (5) digits of vehicle identification number.

2.15 **GENERAL INFORMATION:**

**Complete inspection shall be made prior to delivery by vendor to ensure that the unit is in compliance with all specifications, to include any components installed by the vendor or sub-contractor.** Three (3) operator's manuals per unit shall be supplied, one (1) comprehensive parts manual, three (3) maintenance/ repair, overhaul, drive-ability, electrical / emissions, wiring / vacuum diagrams (book form or CD). Manuals and/or CDs shall be delivered with the Compactor. Electrical wiring installed by the dealer or sub-contractor shall follow standard vehicle manufacturer's procedures, including color-coding, run in conduit, nylon ties, rubber grommets for holes in metal. Wiring shall not be routed across the engine or any other major component. Circuit breakers or ATO fuses in sealed receptacles as appropriate for accessory installed. Electric power supply to be picked up at the vehicle manufacturer's provided accessory terminals. Relays shall be used where heavy electrical load demand is required. Vendor shall supply Dealers Invoice, Manufacturer's Certificate Of Origin, Warranty Paperwork and a copy of the P/O when the vehicle is delivered.

2.16 **TRAINING:**

The successful Contractor shall provide a minimum of four (4) hours to completely train County personnel in the use and care of the equipment.

2.17 **DELIVERY:**

Delivery is required F.O.B. Destination, freight pre-paid within 180 days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Any additional freight or handling charges that would be associated with special shipping and/or handling shall be included in the price of the equipment on Attachment A, Pricing Page.

2.18 **SHIPPING DOCUMENTS:**

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.19 **WARRANTY:**

The minimum warranty period shall be a minimum of twelve (12) months for parts and labor and travel time if required. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency.

2.20 **FACTORY AUTHORIZED SERVICE AVAILABILITY:**

The Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.21 MODEL YEAR EQUIPMENT:

The County will only accept bids offering current model year equipment/product.

2.22 ORDER CUTOFF INFORMATION:

Contractors submitting proposals (bids) shall advise the County of all known order cutoff dates for the equipment/product specified in the Invitation for Bids at the time of submission. Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor. The Contractor shall advise the County of **subsequent cutoff dates** by notifying the Procurement Consultant, **in writing**, of this new information.

2.23 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

2.23.1 Documentation from the manufacturer that the product or model has been discontinued.

2.23.2 Documentation that names the replacement product or model.

2.23.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.

2.23.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

2.23.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

**3.0 SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one (1) year period.

3.2 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

3.3 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.3.1 Compliance with specifications

3.3.2 Price

3.3.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.4 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.5 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid

3.6 INDEMNIFICATION AND INSURANCE:

3.6.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.6.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.6.3 Insurance Requirements.

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

**CONTRACTOR'S** insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

**COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.6.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or



modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.6.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.6.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

**CONTRACTOR** waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

#### 3.6.4 Certificates of Insurance.

3.6.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.6.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454  
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM HUTCHINSON, EQUIPMENT SERVICES, 602-506-4677  
(jim.hutchinson@MAIL.MARICOPA.GOV)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 PRE-BID CONFERENCE:

**THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON NOVEMBER 2, 2005 AT 10:00 A.M. AT THE EQUIPMENT SERVICES CONFERENCE ROOM, 3325 W. DURANGO, PHOENIX, AZ 85009.**

3.9 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Respondents are to provide one (1) original (labeled) and one (1) extra hard copy.** Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.11 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

3.11.1 One (1) original and one (1) copy of all submissions is MANDATORY

3.11.2 Pricing pages, MANDATORY (Attachment A)

3.11.3 Agreement page, MANDATORY (Attachment B)

- 3.11.4 References, MANDATORY (Attachment C)
- 3.11.5 Copies of Catalogs/Pricing Documents, MANDATORY
- 3.11.6 Literature, Technical and Descriptive, MANDATORY

**FALCON POWER INC, 1411 N 27<sup>TH</sup> AVE, PHOENIX, AZ 85009**

**PRICING SHEET C389505/B0700165/NIGP 76063**

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

**1.0 PRICING:**

2.0 ITEM DESCRIPTION: UNIT PRICE EACH

2.1 Two (2) or more COMPACTOR, 20-TON PNEUMATIC TIRE TYPE \$ 108,279.00 / Each  
in accordance with specifications.

2.2 Manufacturer / Model: Dynapac CP271

2.3 Warranty:

(Minimum acceptable on the complete unit including options is 12-months parts, labor and travel). Please specify any additional warranties offered on the engine, transmission, etc. in the space provided below. Attachments may be offered only as amplifying informations):

3 years or 4,000 hours Full Machine Warranty. See Dynapac warranty conditions for more details.

2.4 Delivery (days ARO): 90 Days

2.5 Cutoff dates for ordering any of the above items and options, if any. REQUIRED: 100 Days

Terms: Net 30

Vendor Number: W000000959 X

Telephone Number: 602-269-3221

Fax Number: 602-269-6918

Contact Person: Andrew Kramer

E-mail Address: [ak@falconpower.com](mailto:ak@falconpower.com)

Company Web Site: [www.falconpower.com](http://www.falconpower.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2006.**